riage or tender not having any person in or upon it at the time, the felony is not proved. *Reg.* vs. *Court*, 6 Cox Crim. Cas. 202. (Per Crompton, J., after consulting Coleman, J.)

Forgery—Forgery at Common Law—Uttering.—The prisoner was indicted for forging a testimonial to his character as a schoolmaster, and other counts of the indictment charged him with having uttered the forged document. The jury acquitted him of the forgery, but found him guilty of the uttering with intent to obtain the emoluments of the place of schoolmaster, and to deceive the prosecutor: *Held*, that this finding of the jury amounted to an offence at Common Law, of which the prisoner was properly convicted. *Reg.* vs. *John Sharman*, 18 Jur. 157; 23 L. J. 51. (Court of Crim. App.)

ABSTRACTS OF RECENT AMERICAN DECISIONS.

Supreme Court of Pennsylvania, Philadelphia, 1854.

Bills and Notes—Alterations—Evidence.—Where a promissory note shows clearly on its face that it has been altered in some material part, such as its date, it is incumbent on the party producing it, to account for the alteration. If no explanatory evidence be given, it would be error in the Court to refer it to the jury as matter of fact, to determine whether the alteration preceded delivery or not.—*Clark* vs. *Eckstein*. KNOX, J.

But the preliminary question as to whether there has been any alteration, if doubtful, is for the jury. Therefore, where the last figure of the date of a note on which suit was brought was blotted, and an erasure appeared at its side, *held* that it was rightly left to the jury to say whether the erasure was of the blot or of the date.—*Ibid.*

Common Carrier—Assumpsit.—A transportation company, whose charges are unpaid, have a sufficient special property in goods delivered to them to be carried, to enable them to maintain assumpsit against a subcarrier, to whom on part of the route they have entrusted the goods, and in whose hands they have been damaged. *Baltimore St. B. Co.* vs. *Atkins & Co.* KNOX, J.

Contract—Representation.—Representations made by a friend or relation of a man, as to his fortune, on the faith of which a woman agrees to

marry him, will not render the party so making them liable, in case they prove false, unless he made them fraudulently, or with knowledge of their falsity. *Coleman* vs. *Rowland.* BLACK, C. J.

Though, where such representations were made by one who afterwards became executor of the husband, but it was found that he did not make them fraudulently, it was held that the widow could not resist the satisfaction of a debt due by the decedent to the executor, on the ground that the latter was estopped, the fortune turning out less than he represented it. *Ibid.*

Debtor and Creditor—Application of Payment.—Where a payment has been applied to a particular debt by consent of the parties, it cannot afterwards be charged so as to interfere with intervening rights of other creditors. *Chancellor* vs. *Schott.* BLACK, C. J.

Debtor and Creditor—Voluntary Conveyance.—Where the question is as to the validity of a voluntary conveyance, by one indebted at the time, records of judgments in another state, upon which creditors were pursuing him here at the time, are admissible. *Clark* vs. *Denigh.* KNOX, J.

The question in an ejectment, was whether a conveyance made by one largely indebted and pursued by his creditors at the time, were voluntary or not. The grantee had been previously notified that he would be required to prove on the trial, that he gave consideration for it; the deed contained a formal receipt for the purchase money, but the conveyancer who drew the deed, the magistrate before whom acknowledged, and the witness to the signatures to the deed and to the receipt, all certified that no money was found in their presence; there was no other evidence. The Court, notwithstanding the receipt, left it as a fact to the jury, to say whether any consideration had really passed between the parties. *Held,* that this instruction was correct. *Ibid.*

Error—Foreign Attachment.—Error will not lie on a refusal to quash a writ of foreign attachment. *Lindsley* vs. *Malone.* KNOX, J.

A special plea in foreign attachment, that the plaintiff was a resident of the state in which the suit was brought, is bad; the fact of such residence must be set up by plea in abatement, if at all. *Ibid.*

Estoppel—Pleading—Replevin.—A vendor of personal property, cannot set up in replevin therefor, by the vendee title in a third person at the time of the sale. *Clossen* vs. *Cox.* LOWRIE, J.

Evidence.—Proof of the handwriting of a deceased subscribing witness,

and of the signature of the party to a sealed instrument, is prima facie evidence of delivery. *Meyers* vs. *Mc Carty.* LEWIS, J.

Evidence.—Certificate of Judgment under Act of Congress.—A certificate by the clerk of the proper Court, that he has compared the certified copy of a record, "with the original *judgment roll* on file in his office, and that the same is a correct copy thereof," is sufficient. *Larke* vs. *Dessigh.* KNOX, J.

A certificate by a clerk to a record, thereunto he has set "his hand and the *seal of his office* as such clerk, is valid. *Ibid.*

Evidence—Notice.—A newspaper account of a trial trip of a vessel, in which she is described as owned by a particular person, is not admissible to show notice of such ownership, against a person who took the paper, without at any rate showing that he read the particular article. *Denccla* vs. *Wright.* BLACK, C. J.

Insurance—Evidence.—Parol evidence is admissible to show that the description of property insured annexed to a policy, though signed by the insured, was drawn up by the agents or the insurer; that they knew all about the property from verbal description by the insured, and from actual survey; and that therefore omissions and errors therein were those of such agents, and not of the insured; notwithstanding a provision in the policy that the description should be taken as a part thereof, and as a warranty on the part of the insured. *Bruner* vs. *Howard F. Ins. Co.* LOWRIE, J.

Husband and Wife.—A bequest of personal property to a married woman, her executors and administrators, for her separate use, as if she were a feme sole, gives her an absolute interest therein, which on her death passes to her administrator; her husband being sole distributee, if she die without issue. *Farie's Appeal.* LOWRIE, J.

Husband and Wife—Decedent.—A woman who had deserted her husband more than twelve years before his death, without reasonable cause, held to have no right to retain $300 out of his estate, under the Act of 1851, though no actual divorce. *Tozer* vs. *Tozer.* LOWRIE, J.

Husband and Wife—Pleading—Married Woman's Act.—On a contract made by or with a married woman after coverture, the husband must sue or be sued alone, notwithstanding the Act of 1848; and a misjoinder of the wife is not cured by verdict. *Williams* vs. *Coward.* WOODWARD, J.